

United States District Court
District of Minnesota

Blake A. Hellquist,

Civil Case No. 16-CV-779 (RHK/KMM)

Plaintiff,

v.

**PLAINTIFF'S FIRST AMENDED
COMPLAINT**

Andrii Pylypenko, Schwarz Trucking,
Inc., and Progressive Preferred Insurance
Company, a foreign corporation

Defendants.

Plaintiff, for his complaint against the above-named defendants, states and
alleges as follows:

Count 1 – Negligent Operation of Commercial Motor Vehicle

1. On or about August 1, 2013, on westbound Interstate Highway 494, at or
near said highway's interchange with Penn Avenue South, in Hennepin County,
Minnesota, defendant Andrii Pylypenko ("Pylypenko") did so carelessly and
negligently operate a commercial motor vehicle owned by defendant Schwarz
Trucking, Inc., ("Schwarz Trucking") and operated by Pylypenko at that time with
the permission of Schwarz Trucking in the course of Schwarz Trucking's business,
as to cause Schwarz Trucking's vehicle to collide with a vehicle occupied and driven
by plaintiff ("the collision").

2. As a direct result of the collision, the plaintiff has suffered serious and
permanent bodily injuries which have caused the plaintiff to incur medical expense,
and to experience pain, disability and loss of enjoyment of life.

3. As a direct result of the serious and permanent bodily injuries suffered by the plaintiff in said collision, the plaintiff will for the foreseeable future continue to incur medical expense and will continue to experience pain, disability and loss of enjoyment of life.

Count 2 – Schwarz Trucking’s Negligent Hiring, Negligent Training, Negligent Supervision and Negligent Retention of Pylypenko., and Negligent Entrustment of Operation of Commercial Motor Vehicle to Pylypenko.

4. At the time of the collision Pylypenko was not qualified to operate a commercial motor vehicle.

5. The collision, and the injuries which plaintiff suffered as a result of the collision, were a direct result of the negligence of Schwarz Trucking in hiring Pylypenko to operate a commercial motor vehicle, in training Pylypenko in the safe and lawful operation of a commercial motor vehicle, in supervising Pylypenko in Pylypenko’s operation of Schwarz Trucking’s commercial motor vehicle, in continuing to retain Pylypenko as its employee operating its Schwarz Trucking’s commercial motor vehicles in the course of Schwarz Trucking’s business and, specifically in entrusting operation of one of its commercial motor vehicles to Pylypenko at the time of the August 1, 2013 collision referred to herein, despite Pylypenko’s lack of qualifications to safely operate commercial motor vehicles.

Count 3 – Uninsured/Underinsured Motorist Coverage Liability

6. Defendant Progressive Preferred Insurance Company (“Progressive”) is a corporation organized and existing under the laws of the State of Ohio which at all relevant times herein has been licensed by the State of Minnesota to issue policies of motor vehicle insurance to Minnesota residents.

7. At the time of the August 1, 2013, collision plaintiff was insured under Progressive's motor vehicle insurance policy No. 11797442, which policy was in full force and effect on August 1, 2013, and afforded various coverages to the plaintiff, including uninsured motorist and underinsured motorist coverages.

8. Under plaintiff's uninsured motorist and underinsured motorist coverages, Progressive is obliged, to the extent of its stated limits of coverage, to compensate plaintiff for those amounts of plaintiff's compensable damages from the August 1, 2013, collision for which defendants Pylypenko and/or Schwarz Trucking are legally liable to the plaintiff, but which exceed the amount of liability insurance coverage available to defendants Pylypenko and/or Schwarz Trucking respecting the August 1, 2013, collision.

9. Plaintiff's compensable damages from the August 1, 2013, collision for which defendants Pylypenko and/or Schwarz Trucking are legally liable to the plaintiff exceed the amount of liability insurance coverage available to defendants Pylypenko and/or Schwarz Trucking respecting the August 1, 2013, collision.

WHEREFORE the plaintiff prays for judgment against the defendants, and each of them, in an amount in excess of Fifty Thousand Dollars (\$50,000.00) together with the plaintiff's costs and disbursements herein and such other and further relief as the court may deem fair and equitable.

Dated: December 13, 2016

s/ Edward F. Rooney
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ACKNOWLEDGMENT

Plaintiff Blake A. Hellquist, through his undersigned attorney, hereby acknowledges that costs, disbursements and reasonable attorney and witness fees may be awarded to an opposing party or parties pursuant to Minn. Stat. §549.211.

Dated: December 13, 2016

/e/ Edward F. Rooney
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